

**INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY SHERIFF'S OFFICE AND SEMINOLE COUNTY
CONCERNING TACTICAL EMERGENCY MEDICAL SUPPORT (TEMS)**

THIS AGREEMENT ("Agreement") is made and entered into by and between DENNIS M. LEMMA, Seminole County Sheriff's Office, hereinafter referred to as "SHERIFF", a Constitutional Officer of the political subdivision of Seminole County, Florida, whose address is 100 Eslinger Way, Sanford, FL 32773, and SEMINOLE COUNTY, FLORIDA, hereinafter referred to as "COUNTY", whose address is 1101 East 1st Street, Sanford, Florida, 32771, collectively referred to as "Parties," for the purpose of the establishing and deploying Tactical Medics in coordination with the Seminole County Special Weapons and Tactics (SWAT) team.

W I T N E S S E T H:

WHEREAS, Section 163.01(4) and (5), Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the SHERIFF provides a multi-agency SWAT team to provide an immediate, systematic response of trained law enforcement personnel and equipment to tactical situations, emergencies, critical incidents or natural disasters that exceed the capabilities of standard law enforcement units within the jurisdictional boundaries of Seminole County; and

WHEREAS, the COUNTY, coordinates the Seminole County Fire Department, which provides emergency medical services through the rapid response of highly trained personnel,

including paramedics as defined in section 401.23, Florida Statutes, within the jurisdictional boundaries of Seminole County for purpose of the preservation of life; and

WHEREAS, section 790.25(2)(q), Florida Statutes, permits a tactical medical professional who is actively operating in direct support of a tactical operation by a law enforcement agency to carry a firearm in the same manner as a law enforcement officer as defined in section 943.10, Florida Statutes, provided certain criteria are satisfied and the tactical medical professional is not a person otherwise prohibited from possessing a firearm; and

WHEREAS, the Parties recognize the importance of integrating medical personnel into tactical operations to deliver lifesaving procedures as quickly as possible to achieve the tactical team's life-preserving mission.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the Parties agree as follows:

Section 1. Effective Date and Term. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The term of this Agreement shall be from the effective date until such time as either party desires to end the Agreement. Either party may terminate this Agreement upon sixty (60) days notice to the other party according to Section 10 below. The Seminole County Fire Chief is authorized to terminate this Agreement on behalf of COUNTY should the Fire Chief deem it necessary.

Section 2. Purpose. The purpose of this Agreement is to establish terms and conditions under which the COUNTY may provide SHERIFF with qualified personnel to be selected, trained, and deployed as tactical medical professionals ("Tactical Medics") for the Seminole

County SWAT team. The term “tactical medical professional” means a paramedic as defined in section 401.23, Florida Statutes, who is appointed to provide direct support to a tactical law enforcement unit by providing medical service at high-risk incidents, including, but not limited to, hostage incidents, narcotics raids, hazardous surveillance, sniper incidents, armed suicidal persons, barricaded suspects, high-risk felony warrant service, fugitives refusing to surrender, and active shooter incidents. The primary role of a tactical medical professional shall at all times remain focused on tactical emergency medical support (TEMS) by providing emergency medical treatment and recommendations on preventative and emergency medical care during tactical operations.

Section 3. Cooperation. It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this Agreement. The Parties further agree the Tactical Medics shall adhere to all applicable Seminole County Sheriff’s Office policies and procedures applicable to their assignment.

Section 4. Basic Services.

A. COUNTY agrees to:

- i. Provide SHERIFF, for selection and appointment as Tactical Medics, qualified candidates employed by COUNTY who meet the criteria set forth in section 790.25(2)(q), Florida Statutes.
- ii. Make employees selected and appointed as Tactical Medics available for training and deployments as required by SHERIFF.
- iii. Compensate, at the normal rate for salary or other form of compensation as

appropriate, any Seminole County Fire Department employee selected for participation as a Tactical Medic and who has been approved to serve as same by their chain-of-command within the Seminole County Fire Department.

B. The SHERIFF agrees to:

- i. Provide annual training to Tactical Medics, including but not limited to annual firearm training, tactical training, and legal training specific to the use of force by Tactical Medics.
- ii. Incur all costs for training, equipment, and uniforms.
- iii. Within 30 (days) of receipt of an invoice from COUNTY, SHERIFF will remit payment equal to one-half (fifty percent) of the hourly rate of compensation for the hours in which the Tactical Medic(s) is/are involved in annual and mandatory training as specified in B.i.. Remittance must be made to the entity listed on the invoice. Invoiced amounts not to exceed fifty percent of actual personnel costs incurred by the COUNTY for each Tactical Medic. The COUNTY will bear all costs associated with compensation for the deployment of Tactical Medics during any critical incidents.

Section 5. Designated Representative.

A. The COUNTY designates the Seminole County Fire Chief or designee to represent the COUNTY in all matters pertaining to and arising from this Agreement.

B. The SHERIFF designates the Seminole County Sheriff's Office Special Operations Captain to represent the SHERIFF in all matters pertaining to and arising from this

Agreement.

Section 6. Compensation and Payment. As provided above, the COUNTY shall be responsible for paying the salary and overtime of all selected and appointed Tactical Medics. Tactical Medics shall not be considered employees of the SHERIFF, and except as provided in section 790.25, Florida Statutes, or otherwise provided herein, are not entitled to any benefits associated with employment including workers compensation coverage. SHERIFF shall be responsible for all costs associated with Tactical Medic training, equipment, and uniforms. SHERIFF will reimburse COUNTY for one-half (fifty percent) of the hourly rate of compensation for the hours in which the Tactical Medic is involved in annual and mandatory training as specified in B.i.. The COUNTY will bear all costs associated with compensation for the deployment of Tactical Medics during any critical incidents.

Section 7. Liability.

A. The COUNTY shall be solely responsible for purposes of any action taken by the Tactical Medics pursuant to their training and employment as paramedics and the rendering of emergency medical services.

B. The SHERIFF shall name the Tactical Medics as additionally covered members for purposes of a defense in the event of litigation arising solely out of the SHERIFF'S supervision of the Tactical Medics.

C. Injuries sustained by Tactical Medics while performing duties as Tactical Medics shall be reported to the COUNTY'S Worker's Compensation Group.

D. Except as otherwise provided by this Agreement, each party to this Agreement, its

officers, employees or agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees or agents arising from or related to this Agreement.

Section 8. Employee Status. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SHERIFF, nor do these persons have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SHERIFF'S officers and employees either by operation of law or by SHERIFF.

Section 9. Dispute Resolution.

A. The SHERIFF'S designee and COUNTY'S designee, shall resolve all disputes that may arise between the parties related to the Agreement.

B. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation within sixty (60) days following the date of the aforementioned notice. The parties agree that in the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 10. Notices. Any notice delivered with respect to this Agreement must be in

writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance with this section:

For SHERIFF:

Chief Mark Conway
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL 32773
Copy to: Chief Counsel Manuel Guarch via email MGuarch@seminolesheriff.org

For COUNTY:

Fire Chief Matt Kinley or successor
Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773
Copy to: Deputy Fire Chief Ben DeCuir or successor

Section 11. Governing Law. The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 12. Parties Bound. This Agreement is binding upon and inures to the benefit of SHERIFF and COUNTY, and their successors and assigns.

Section 13. Entire Agreement. It is understood and agreed that the entire Agreement of

the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties, and duly executed on behalf of each party as set forth herein.

Section 14. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 15. Public Records Law. SHERIFF and COUNTY acknowledge each other's obligations under Article 1, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to time, to release public records to members of the public upon request. SHERIFF and COUNTY acknowledge each other is required to comply with Article 1, Section 24, of the Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement. SHERIFF and COUNTY acknowledge each other is required to comply with Section 30, Chapter 401 of the Florida Statutes in the creation and management of records pertaining to the provision of emergency medical services. Failure to comply with this section shall be deemed a material breach of this Agreement for which the non-breaching party may terminate this Agreement

immediately upon written notice to the breaching party.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 17. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 18. Termination. This Agreement may be terminated for reasons of enforcement or convenience or other good cause by SHERIFF or COUNTY. Notice of termination must be delivered to the other party as provided for in this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

SEMINOLE COUNTY SHERIFF'S OFFICE

By: 
DENNIS M. LEMMA, Sheriff

Date: 7/9/2025

For use and reliance of the
Seminole County Sheriff's Office only.
Approved as to form and legality.


Manuel Guarch, Chief Counsel

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

For the use and reliance
of Seminole County only.

Date: _____
As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney